

4. 13

A G R E E M E N T

This Agreement made and entered into this 8th day
of July, 1981, by and between the HAMMONTON BOARD
OF EDUCATION, hereinafter called the Board, and the
TEAMSTERS INDUSTRIAL UNION LOCAL 158, hereinafter
called the Union. (Bus Drivers)

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Cover Page	1
I	Recognition of the Union	2
II	Fair Employment Practices	2
III	Extra Contract Agreement	2
IV	Separability	3
V	Working Conditions	3
VI	Care and Maintenance of Buses	4
VII	Grievance Procedure	5
VIII	Discharge and Suspension	9
IX	General Provisions	10
X	Access to Premises/Time Clock	11
XI	Protection of Standards	12
XII	Dues Check-off	12
XIII	Job Stewards	13
XIV	Sick Leave and Personal Days	13
XV	Leave of Absence	13
XVI	Health and Welfare	13
XVII	Seniority	14
XVIII	Trip Assignments	15
XIX	Management Rights	16
XX	Sub-Contract Clause	17
XXI	Compensation	17
XXII	Duration of Agreement	17
	Schedule A	19

ARTICLE I

RECOGNITION OF THE UNION

The Board hereby recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining in any and all matters relating to grievances, wages, hours, and conditions of employment of all regular School Bus Drivers presently employed or hereinafter employed by the Board.

A "regular" School Bus Driver shall be defined as a driver who is scheduled to drive throughout the normal school year inclusive of the local parochial school system.

ARTICLE II

FAIR EMPLOYMENT PRACTICES

The Board and the Union agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, age, or marital status.

ARTICLE III

EXTRA CONTRACT AGREEMENT

The Board agrees not to enter into any agreements or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE IV

SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid, but said provision shall not affect the interpretation or legal application of any of the other terms and conditions of this Agreement.

ARTICLE IV

WORKING CONDITIONS

School Bus Drivers in the bargaining unit shall demean themselves properly at all times while at work and shall not provoke or incite by words or conduct any students, teacher or other personnel.

School Bus Drivers will perform the following duties and have the following obligations in the course of employment:

School Bus Drivers will operate the buses assigned to them by the Board for the transportation of pupils and other persons to and from school buildings and other locations requested by the Board; they shall comply with all rules and regulations promulgated by the Board with respect to hours of work, buses, pupils and route assignments; they shall operate their buses in a careful and prudent manner and comply with any and all school bus or motor vehicle laws and regulations as well as regulations of the New Jersey Department of Education and regulations promulgated by the Board; they shall not permit or suffer any other person to operate a school bus which is under their control and they shall under no circumstances designate a substitute driver without the express approval of the Bus Coordinator.

The immediate supervisor of the School Bus Drivers is hereby designated as the Bus Coordinator. It will be the responsibility of the School Bus Drivers to notify the Bus Coordinator or his designee in the event they are unable to perform their services due to illness or any other legitimate reason.

It is understood and agreed that the School Bus Driver will procure the necessary bus drivers' license and keep the same in force and effect during the term of this Agreement.

It will be the responsibility of the School Bus Drivers, to the best of their ability, to supervise the conduct of their passengers and to report any disciplinary problems to the Receiving Principal or to such other person as the Board may direct.

ARTICLE VI

CARE AND MAINTENANCE OF BUSES

The necessary gasoline, oil and other maintenance (except cleaning) shall be obtained at the locations and times designated by the Board. School Bus Drivers shall incur no obligations on behalf of the Board for gasoline, oil or maintenance of buses; they shall also be responsible for the proper maintenance of their buses and shall record in writing, on forms supplied by the Board, all mechanical difficulties, accidents and traffic violations to the Bus Coordinator.

It shall be the responsibility of the School Bus Drivers to keep the interior and the exterior of their buses clean at all times, at the direction of the Bus Coordinator. School Bus Drivers shall satisfy this requirement by having the buses washed at least one time each calendar month from September through June with not less

than a two-week interval between washings. The Board will supply a reasonable amount of materials and supplies for cleaning bus. The School Bus Drivers are to be compensated for one and one-half (1½) hours at their regularly hourly rate for the time expended at washing a bus.

ARTICLE VII

GRIEVANCE PROCEDURE

This grievance procedure is intended to provide a method for the settlement of employee expressions of dissatisfaction with the interpretation or application of this Agreement or any alleged violation thereof. This procedure will be the only avenue available to School Bus Drivers for the processing and final disposition of grievances relating to the terms of this Agreement. Matters which are now, or which are determined in the future to be not grievable under the rules and regulations of the Hammonton Board of Education will not be grievable under this Agreement.

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at all levels of this procedure.

A. Procedure

To achieve maximum employee job satisfaction, the parties recognize that free and open communication between supervisor and employee is essential. For this reason, an employee will first be encouraged to bring his problem, complaint or grievance to his immediate supervisor for informal discussion and possible resolution.

All notices exclusive of Step #1 shall be sent via certified mail, with return receipt requested, to the Board and Union.

STEP #1

Grievances under this Article may be initiated by employees in the bargaining unit either singly or jointly. An employee with a grievance shall first discuss it with his Bus Coordinator, either directly or through the Union's designated job steward, with the objective of resolving the matter informally. In the event that the grievance is pursued without the Union representative present, the Union will be afforded the opportunity to have a representative present at the time of final decision and/or adjustment and any adjustment will not be inconsistent with the terms of this Agreement. If the employee's grievance is unresolved at this level, he must within thirty (30) calendar days of the occurrence of the alleged grievance, then reduce said grievances to writing and process it under the following procedures.

STEP #2

If the employee's grievance is not resolved in accordance with Step #1, or if no decision has been rendered within five (5) school days after the presentation of the grievance in Step #1, he may pursue his grievance, in writing, on a form mutually acceptable to the Board and the Union. The written grievance will set forth, in addition to the nature of the grievance, a statement regarding the remedial action sought. If possible the employee will further state the provision of the collective bargaining agreement under which the grievance arose.

The written grievance shall be submitted to the Business Administrator within five (5) school days after the decision at Step #1. The Business Administrator shall render his decision, in writing, within ten (10) school days after receipt of written grievance.

STEP #3

If the employee is dissatisfied with the decision of the Business Administrator relating to his grievance, he may within five (5) school days of receipt of the aforesaid decision, or if no decision has been rendered, within ten (10) school days after the grievance was submitted to the Business Administrator, submit the written grievance to the Superintendent of Schools, or his designee. The Superintendent of Schools, or his designee, shall make and forward his decision in writing to the employee within fifteen (15) school days after receipt of the written grievance. The written decision of the Superintendent of Schools will be final and binding except as provided in Step #4 in this Article.

STEP #4

If the grievance is not resolved at the conclusion of Step #3 to the satisfaction of the employee, he may submit a written request to the Union, asking that the grievance be referred to arbitration, as provided in Step #5.

Only the Union and the Board may refer matters to arbitration, not individual employees. The Union reserves the right to determine whether or not the employee's grievance will be referred to arbitration. Should the Union deny the employee's request, the decision reached at the conclusion of Step #3 will be final. The employee may not request further consideration of the grievance.

under the provisions of this Agreement

STEP #5 (Arbitration)

If the Union decides to bring a grievance to arbitration, the Union must, within fifteen (15) days of the receipt of the written decision of the Superintendent of Schools, present its request in writing to the Superintendent of Schools with a copy to the Board of Education.

Within five (5) school days after written notification that a grievance will be submitted to arbitration, representatives of the Board and the Union shall meet for the purpose of agreeing on the selection of an arbitrator.

If the Union and the Board cannot agree on the selection of an arbitrator, it is agreed that the arbitrator shall be selected pursuant to the rules and procedures of the Public Employment Relations Commission (PERC). Whether an arbitrator is selected pursuant to the rules of PERC or not, the rules concerning arbitration set forth by PERC will govern the arbitration proceeding.

The fees and expenses of arbitration shall be shared equally by the Union and the Board.

The arbitrator will be requested by the parties to render his decision as quickly as possible and not later than thirty (30) calendar days after conclusion of the hearing unless the parties agree otherwise. The arbitrator will be empowered to decide disputes based on the terms of this Agreement. Rulings on the interpretation and application of the rules and regulations of the Board of Education will not be within the jurisdiction of the arbitrator.

Either party may file exceptions to an arbitrator's award with the Board of Education. However, the arbitrator's award

be advisory unless that award conflicts with the established policy, rules and regulations of the Board of Education.

ARTICLE VIII

DISCHARGE AND SUSPENSION

A. The Board shall not discharge or suspend any School Bus Driver without just cause. The School Administration (Superintendent and/or Board Secretary/School Business Administrator) shall act in behalf of the Board of Education in cases that may result in suspension or discharge of a school bus driver. Administration shall, after an administrative hearing, have the authority to suspend a driver, if they feel the situation warrants, without pay to a date for a full hearing with the Board of Education. The date of the Board hearing shall not exceed 15 working days from the date of the Administrative suspension. The Administrative hearing will include, but not be limited to: The Driver, Shop Steward, Transportation Coordinator, Superintendent and/or Board Secretary/School Business Administrator. In all cases involving the discharge or suspension of a School Bus Driver, the Board must immediately notify the School Bus Driver in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the job Steward, and a copy mailed to the Local Union office within one (1) working day from the time of the discharge or suspension.

Discharge for just cause shall include, but shall not be limited to:

1. Calling or engaging in an unauthorized strike or walkout.
2. Drunkenness, drinking during working hours or being

under the influence of liquor or drugs during working hours. At the request of the Board, a School Bus Driver shall be required to submit to a drunkometer or similar tests. Refusal to do so shall be just cause for discharge.

3. Proven theft or dishonesty.
4. Unprovoked assault on any designated representative of the Board.
5. Carrying unauthorized passengers in the Board's vehicles.
6. Proven careless or reckless driving which results in a major preventable accident.
7. Refusal to provide transportation to a student who is eligible.
8. Failure to report an accident which results in bodily injury.
9. Repeated convictions of the motor vehicle code for moving violations of the Board's vehicles during the course of his employment.

B. Any School Bus Driver discharged for whatever reason will be paid in full for all wages and benefits owed to him within five (5) days of discharge.

ARTICLE IX

GENERAL PROVISIONS

A. Defective Equipment and Safety Appliances

The Board shall not require School Bus Drivers to take out on the streets or highways any vehicle(s) that is not safe or in good operating condition, or not equipped with safety appliances

prescribed by law. It shall not be in violation of this Agreement where School Bus Drivers refuse to operate such equipment unless such refusal is unjustified.

B. Court Appearances

When a School Bus Driver is required to report or appear in any Court, for the purpose of testifying not as a claimant or as a plaintiff, because of any accident he may have been involved in while driving a Board vehicle during working hours, such School Bus Driver shall be reimbursed in full by the Board for all regular runs earning opportunity lost. The Board shall furnish said School Bus Driver with bail bond and legal counsel and shall pay in full for same.

ARTICLE X

ACCESS TO PREMISES

Authorized agents of the Union shall have access to the Board's establishment during working hours, including the right to inspect and check out buses in transit, investigate working conditions, and inspect the Board's payroll records of the School Bus Drivers, for the purpose of determining whether or not the terms of this Agreement are being complied with.

The Board will make such records (and/or copy of) available for inspection within seven (7) days of the Union's request, and will provide a suitable bulletin board in a conspicuous place for posting of information of interest to the members of the Union.

TIME CLOCK

All drivers shall be required to punch in and out on a time clock provided by the Board of Education and shall be paid accordingly.

ARTICLE XI

PROTECTION OF STANDARDS

The Board agrees that all conditions of employment and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

ARTICLE XII

DUES CHECK-OFF

The Board agrees to deduct current regular periodic Union dues and initiation fees as certified by the Union from the pay of any School Bus Driver covered hereunder who has fully executed and furnished the Board with an authorization form.

The Board agrees to forward to the Union at its offices at 1216-18 East Hunting Park Avenue, Philadelphia, PA 19124, the amount of Union dues and initiation fees deducted not later than the tenth (10th) day of the month succeeding the deduction.

A list of those from whom deductions were made and the amount of such deductions will be furnished to the Union at the same time. The monies so deducted become the property of the Union immediately and the Board shall be deemed to hold such funds as trustees.

The Union agrees to indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or be reason of, action taken or not taken by the Board in compliance with provisions of this Article in reliance upon dues deducted authorization which has been furnished to it.

ARTICLE XIII

JOB STEWARDS

Stewards shall be permitted reasonable time to investigate, present, and process grievances on the Board's property without loss of time or pay during his regular working hours, so long as this duty does not interfere with regularly assigned duties.

Stewards shall be granted super-seniority for purposes of lay-off only.

ARTICLE XIV

SICK LEAVE AND PERSONAL DAYS

The Board shall allow School Bus Drivers twelve (12) days per year for sick leave with full pay. A School Bus Driver shall be required to present a Physician's Certificate after an absence of three (3) full consecutive work days because of illness.

The Board shall allow School Bus Drivers personal and bereavement days according to present Board policy for all its employees. Inability to work because of proven illness or injury shall not result in the loss of seniority rights.

ARTICLE XV

LEAVE OF ABSENCE

The Board shall allow School Bus Drivers a Leave of Absence according to present Board policy for all its employees.

ARTICLE XVI

HEALTH AND WELFARE

The Board shall continue to provide health and welfare benefits, i.e. State Health Benefits Plan, Division of Pensions, as is established by Board policy. A Dental Plan shall be implemented as of

July 1, 1982. The composition of such plan shall be the same as detailed in the H.E.A. contract.

ARTICLE XVII

SENIORITY

A. Seniority for School Bus Drivers

This Agreement shall be defined as the period of employment with the Board in the work covered by this Agreement.

B. All new School Bus Drivers shall be hired on a thirty (30) calendar day trial basis and shall work under the provisions of this Agreement. The Board may not lay-off, discharge, or discipline for the purpose of evading this Agreement or discriminating against Union members. After thirty (30) days trial period, new School Bus Drivers shall be placed on the seniority list as regular employees in accordance with their date of hire, which shall be construed as the first day of being placed on the payroll.

C. Preference shall be given to School Bus Drivers older in service and in order of their seniority to the work available.

D. All lay-offs shall take effect by seniority, the least senior employee being the first to be laid-off.

E. In the event of recall, the most senior employees will be recalled first. Those employees who were displaced to other jobs will return to their former jobs as they become available.

F. Drivers laid off because of bus retirement shall maintain their seniority for extra-curricular assignments.

G. Drivers laid off because of bus retirement will receive priority consideration when regular drivers are not available.

SENIORITY - Section 2

Posting of Seniority List

Within ten (10) days after signing of this Agreement and at least quarterly thereafter, a list of School Bus Drivers arranged in the order of their seniority shall be posted in a conspicuous place at their place of employment (School Bus Drivers' Room) and a copy furnished to the Union. Claims for corrections to such seniority lists must be made to the Board and the Union within ten (10) days after posting, after such time the seniority lists will be regarded as being correct.

ARTICLE XVIII

TRIP ASSIGNMENTS

Sections 1 and 2:

Seniority will be the rule used for any and all trip rosters and assignments. A rotation method will be used according to seniority rights of the regular School Bus Drivers on the list. It shall be the responsibility of the Bus Coordinator to provide for an alternate driver from the regular seniority list if he is unable to make the trip. School Bus Drivers shall accept trip assignment as given. Refusals for such trips will be dealt with as follows. (Note personal business will not be considered a valid reason.)

First refusal:

Employee will receive a verbal reprimand with a memo in his file.

Second refusal:

Employee will receive a written reprimand with a copy in his file.

Third refusal:

Employee will receive a suspension without pay from his regular driving duties for a two-week period.

Fourth refusal:

Will be grounds for dismissal.

The aforementioned notations in the personnel file regarding missed/ refused trips shall not exceed one (1) school year.

Section 3:

It shall be understood that the notice of trips will be posted on the bulletin board, and a notice to the School Bus Drivers of such trips shall be given within a reasonable time. School Bus Drivers who are called and arrive at his starting point shall be guaranteed one (1) hour time if for any reason the trip is cancelled.

Section 4:

It shall be the responsibility of the Bus Coordinator to furnish a copy of the route when necessary for all School Bus Drivers who will be going on a trip. It will be the responsibility of the Bus Coordinator to furnish any and all particulars pertaining to such trips. It shall also be his responsibility to look into problems that the School Bus Driver may have encountered, such as the behavior of the students and the leaving of garbage and any unnecessary trash on the bus. It shall be the responsibility of the School Bus Driver to report these problems in writing to the Transportation Coordinator on a prescribed form furnished by the Board of Education.

ARTICLE XIX

MANAGEMENT RIGHTS

The Board retains to itself all rights, responsibilities and authority conferred by law and those commonly associated with its level of direction and control. Nothing in this Agreement, except as specified, referred to or identified, shall be interpreted to subordinate, waive, preclude or deny the Board the right to conduct the business of the school in accordance with current or past

practices, policies or procedures nor to perform its responsibilities as custodians of the property of the school system nor to exercise its judgment and decision action to the extent that such actions are not in contravention of the law.

ARTICLE XX

SUB-CONTRACT CLAUSE

The Board shall not sub-contract for any bus runs except for those buses attaining a ten (10) year life necessitating they be deleted from the fleet.

The Board shall have the right to sub-contract busing for performance during any school year subsequent to the 1975-76 school year without prior negotiation with the Union or any other employee association provided that notice of advertisement for contracts of transportation is given to the majority representative of the School Bus Drivers. Such advertisement and bids and the acceptance thereof may take place during the 1975-76 school year provided that actual performance of the transportation contracts begin after July 1, 1976. However, the Board recognizes the need to protect those members of the Union covered by this Agreement and shall not exercise its right to adversely affect the hours and wages of the membership throughout the duration of this contract.

ARTICLE XXI

COMPENSATION

(See Schedule A.)

ARTICLE XXII

DURATION OF AGREEMENT

This Agreement shall be effective from July 1, 1981, and shall continue in effect until June 30, 1984, unless the Union

and the Board mutually agree in writing to an extension of its duration.

BOARD OF EDUCATION

TEAMSTERS LOCAL #158

Warren M. Benedetto
Chairperson

Edgar Stewart
President

George
Secretary

John M. Healy
Secretary

Date of Completed Signing:

9/1/51

Schedule A

COMPENSATION

REGULAR SCHEDULED RUNS:

Fiscal Year 1981-82	\$6.65 per hour
Fiscal Year 1982-83	\$6.95 per hour
Fiscal Year 1983-84	\$7.25 per hour

Mid-day Runs, Regular (Kindergarten classes)

Payments for mid-day runs shall be included in the base pay.

EXTRA-CURRICULAR TRIPS:

Minimum call rate of \$7.50 to 1½ hours, thereafter:

Fiscal Year 1981-82	\$5.30 per hour
Fiscal Year 1982-83	\$5.55 per hour
Fiscal Year 1983-84	\$5.80 per hour

Drivers are allowed preparation time of 15 minutes before the trip and 15 minutes following the trip with the exception of trips to the inspection station wherein only 15 minutes preparation time before the trip will be allowed.

MEAL REIMBURSEMENT FOR EXTRA-CURRICULAR TRIPS:

Breakfast	-- \$3.50
Lunch	-- \$3.50
Dinner	-- \$4.50

In the event a driver works an entire day (extracurricular trips) he or she shall be entitled to reimbursement not to exceed payment for three (3) meals.